embodies such circumstances. The view of the minority extends the Saltash case to prescription by freeholders of certain parishes and is thus harder to reconcile with authority than the case followed.[16] It is to be regretted that the majority did not pass upon this question, and thus decide whether such unreleasable rights should be allowed to be further extended.[17]

ANCILLARY APPOINTMENT OF RECEIVERS IN FEDERAL COURTS. — A bill seeking the appointment of a chancery receiver must show a right to some distinct equitable relief.[1] Moreover the United States Supreme Court early decided that a receiver had no power outside of the jurisdiction in which he was appointed.[2] Under this doctrine, the receiver must obtain some appointment from the courts in the other jurisdictions where he wishes to sue.[3] A recent case decided that a receiver already appointed in one federal jurisdiction was not properly appointed "ancillary"[4] receiver in another federal jurisdiction after an *ex parte*[5] hearing of a bill which merely asked for confirmation of his appointment in the original jurisdiction and showed no right to distinct equitable relief. *Fairview Fluor Spar and Lead Co.* v. *Ulrich*,[6] 44 Chic. Leg. News 81 (C. C. A., Seventh Circ.).

The reason why a receiver has no extra-territorial power is because he has no title to the assets or property,[7] but is merely invested by the court of his appointment with the power of gathering them in, and this investiture of power need not be recognized in other jurisdictions.[8] On the other hand, as a practical matter, foreign receivers are allowed to sue in most of the state courts,[9] and some federal courts, though admitting the general rule laid down by the Supreme Court, allow foreign receivers to sue as a so-called matter of comity.[10] Comity in this connection

[16] Bland *v.* Lipscombe, 4 E. & B. 713 n. c; Whittier *v.* Stockman, 2 Bulstr. 86.

[17] See GRAY, THE RULE AGAINST PERPETUITIES, § 579.

[1] See 3 STREET, FEDERAL EQUITY PRACTICE, § 2541. So a bill that asks only for the appointment of a receiver will not be entertained. Greene *v.* Star Cash & Package Car Co., 99 Fed. 656.

[2] Booth *v.* Clark, 17 How. (U. S.) 322; Great Western Mining & Mfg. Co. *v.* Harris, 198 U. S. 561, 25 Sup. Ct. 770. See Hale *v.* Allinson, 188 U. S. 56, 68, 23 Sup. Ct. 244, 249.

[3] Farmers' Loan & Trust Co. *v.* Northern Pac. R. Co., 69 Fed. 871. See HIGH, RECEIVERS, § 47; 3 STREET, FEDERAL EQUITY PRACTICE, § 2692.

[4] It is not technically an "ancillary" bill. Coltrane *v.* Templeton, 106 Fed. 370.

[5] A receiver may be appointed *ex parte* under certain special circumstances. See 3 STREET, FEDERAL EQUITY PRACTICE, § 2551.

[6] *Accord*, Mercantile Trust Co. *v.* Kanawha & Ohio Ry. Co., 39 Fed. 337; *In re* Brant, 96 Fed. 257. *Contra*, Platt *v.* Philadelphia & Reading R. Co., 54 Fed. 569. See Greene *v.* Star Cash & Package Car Co., *supra*.

[7] A receiver that has title either by statute or assignment may sue of right in a foreign jurisdiction. Hawkins *v.* Glenn, 131 U. S. 319, 9 Sup. Ct. 739; Howarth *v.* Lombard, 175 Mass. 570, 56 N. E. 888.

[8] See ALDERSON, RECEIVERS, § 28.

[9] Bank *v.* McLeod, 38 Oh. St. 174; Metzner *v.* Bauer, 98 Ind. 425; Runk *v.* St. John, 29 Barb. (N. Y.) 585. See HIGH, RECEIVERS, § 47.

[10] Rogers *v.* Riley, 80 Fed. 759; Kirtley *v.* Holmes, 107 Fed. 1; Lewis *v.* Clark, 129 Fed. 570. See Chandler *v.* Siddle, 3 Dill. (U. S.) 477, 479. *Contra*, Fowler *v.* Osgood, 141 Fed. 20; Hilliker *v.* Hale, 117 Fed. 220.

resolves itself into the proposition that where the rights of creditors in the jurisdiction, or the public policy of the jurisdiction, are not involved, a foreign receiver will be allowed to sue.[11] The other alternative is, of course, for the foreign receiver to obtain a so-called "ancillary" appointment which gives the "ancillary" jurisdiction control over the receiver and so protects the rights of its citizens.[12] But where the rights of domestic creditors are not involved, it seems desirable to allow a foreign receiver to sue without further appointment, as is done by many courts.[13]

If, however, the rights of domestic creditors are involved, which does not clearly appear in the principal case, it is submitted that these creditors would be amply protected whether the method by which the court obtained control over the receiver was by an original bill, or by a bill, as in the principal case, that prayed for no distinct equitable relief, but merely for the confirmation of the receivership. The argument against this less technical and cumbersome mode of procedure is that since a receiver has no extra-territorial power, each jurisdiction has the right to take the matter under consideration *de novo*, decide whether the case is a proper one for a receiver, and appoint as receiver the person whom the court considers best fitted;[14] that, therefore, when the original receiver is also appointed in the ancillary jurisdiction, it only occurs as a matter of comity or pure coincidence. This theory is unassailable. But as a practical matter, the decree in the original court is usually accepted as sufficient evidence that there is a proper case for a receiver;[15] the original receiver is appointed in the "ancillary" jurisdiction;[16] and the original jurisdiction has final charge of the assets.[17] In fact any other practice would be intolerable, and to a large degree defeat the objects of a receivership where property is in several jurisdictions.

A case like the principal case will probably seldom arise again.[18] But this extreme assertion of independent jurisdiction seems unfortunate, particularly among federal courts, and ought to be remedied by statute.

LEGALITY OF INSURANCE AGAINST SUICIDE. — Does public policy make illegal a contract insuring against suicide of the insured while sane? The objection to such a contract, upon the ground of public policy,[1] is analo-

[11] Rogers *v.* Riley, *supra*.

[12] ALDERSON, RECEIVERS, § 28.

[13] See 3 STREET, FEDERAL EQUITY PRACTICE, § 2670; 18 HARV. L. REV. 520.

[14] Mercantile Trust Co. *v.* Kanawha & Ohio Ry. Co., *supra*. See ALDERSON, RECEIVERS, § 29.

[15] See 3 STREET, FEDERAL EQUITY PRACTICE, § 2696.

[16] See 3 STREET, FEDERAL EQUITY PRACTICE, § 2697.

[17] See Conklin *v.* United States Shipbuilding Co., 123 Fed. 913, 916, 917; Farmers' Loan & Trust Co. *v.* Northern Pac. R. Co., 72 Fed. 26; HIGH, RECEIVERS, § 375 *a*.

[18] Attorneys will, out of abundant caution, label their bills in other than the original jurisdiction "original," and will set out all the facts for distinct equitable relief. See 18 HARV. L. REV. 520.

[1] It has been suggested that in the absence of express provision suicide is not one of the perils insured against. See Ritter *v.* Mutual Life Ins. Co., 169 U. S. 139, 152, 18 Sup. Ct. 300, 304. The great weight of authority holds the contrary. See Campbell *v.* Supreme Conclave Heptasophs, 66 N. J. L. 274, 278–281, 49 Atl. 550, 551–552.